

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE:

Francis Elvira Valentin

Case No: 8:12-bk-7181

Chapter 13

Debtor.

SECOND AMENDED CHAPTER 13 PLAN

COMES NOW, the Debtor and files this Amended Chapter 13 Plan. The projected disposable income of Debtor is submitted to the supervision and control of the Chapter 13 Standing Trustee, and the Debtor shall pay the following sums to the Chapter 13 Standing Trustee:

1. MONTHLY PLAN PAYMENTS: Including Trustee's fee of 10% and beginning thirty (30) days from the filing/ conversion date. Debtors to pay the Trustee for the period of 60 months. In the event the Trustee does not retain the full 10%, any portion not retained will be paid to unsecured creditors pro-rata under the plan.

A. \$174 for 1 to 60 for a sum of \$10,440.

2. ADMINISTRATIVE ATTORNEY FEE: \$2,600 TOTAL PAID \$1,200

Balance Due \$1,400.

Payable Through Plan \$100 monthly

3. PRIORITY CLAIMS: (as defined in 11 U.S.C. §507)

Name of Creditor

TOTAL CLAIM

NONE

TRUSTEE FEES: Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee. The estimated total of fees due to trustee is \$1044, payable in monthly payments of \$105. The actual amount shall be determined by the trustee and in compliance with the law.

SECURED CLAIMS:

Pre-Confirmation Adequate Protection Payments: No later than 30 days after the date of the filing of this Plan or the Order for Relief, whichever is earlier, the Debtor shall make the following adequate protection payments to the creditors pursuant to 1326(a)(1)(C). If the Debtor makes such adequate protection payments on allowed claims to the Trustee pending confirmation

of the Plan, the creditor shall have an administrative lien on such payment(s), subject to objection.

Name of Creditor	Collateral	Adequate Protection Payment in Plan
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NONE

(A) Claim Secured by Real Property Which Debtor Intends to Retain/Mortgage Payments Paid Through the Plan: Debtor will pay mortgage payments outside of the plan. These regular monthly post-petition mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter by the Debtor to the Lender. The trustee shall pay the post-petition mortgage payments on the following mortgage claims:

Name of Creditor	Collateral	Estimated Payment
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NONE

(B) Claims Secured by the Real Property Which Debtor Intend(s) to Retain/ Arrearage Paid Through the Plan: In addition to the provisions in Paragraph A above requiring all post-petition mortgage payments to be paid to the Lender outside of the Plan, the Trustee shall pay the pre-petition arrearages on the following mortgage claims:

Name of Creditor	Collateral	Arrearages	Int. Rate
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NONE

(C) Claims Secured by Personal Property to Which Section 506 Valuation is NOT applicable Secured Balances: Upon confirmation of the Plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

Name of Creditor	Collateral	Ad. Prot. Pmt.	Sec. Balance	Int @___%
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NONE

(D) Claims Secured by Personal Property to Which Section 506 Valuation is applicable:

Name of Creditor	Collateral	Ad. Prot. Pmt.in plan	Value	Int @___%
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NONE

(E) Claims secured by personal property: Regular Adequate Protection Payments and any Arrearages Paid in Plan:

Name of Creditor	Collateral	Ad. Prot. Pmt.	Arrearage
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NONE

(F) Secured Claims/ Lease Claims Paid Direct by the Debtor: The following secured claims/ lease claims are to be paid direct to the creditor or lessor by the Debtor outside the Plan. The automatic stay is terminated in rem as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate any co-debtor stay or to abrogate the Debtor's state law contract rights. The Plan must provide for the assumption of lease claims in the Lease/ Executory Contract section below.

Name of Creditor	Property/Collateral
Chase Mortgage 10790 Rancho Berna San Diego, CA 92127	Primary residence: 5884 Dove Avenue Sarasota, Florida 34231
VW Credit, Inc. PO Box 610353 Dallas, Texas 75261-0353	Primary vehicle: 2008 VW Jetta 3VWRM

(G) Surrender of Collateral/ Leased Property: Debtor will surrender the following collateral/ leased property no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. The automatic stay is terminated in rem as to these creditors/ lessors upon the filing of this Plan. Nothing herein is intended to lift any applicable co-debtor stay or to abrogate Debtor's state law contract rights. The Plan must provide for the rejection of lease claims in the Lease/ Executory Contract section below.

Name of Creditor	Property/ Collateral to be Surrendered
NONE	

SECURED- LIENS TO BE AVOIDED/ STRIPPED:

Name of Creditor	Collateral	Estimated Amount
Iberia Bank Direct 1101 E. Admiral Doyle Drive New Iberia, LA 70560	Primary residence: 5884 Dove Avenue Sarasota, Florida 34231	\$123,824

LEASES/ EXECUTORY CONTRACTS:

Name of Creditor	Property	Assume/Reject/ Surrender	Estimated Arrears
NONE			

UNSECURED CREDITORS: Unsecured creditors with allowed claims shall receive a pro rata share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid pursuant to the provisions of a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors is about \$7668.

ADDITIONAL PROVISIONS:

1. Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims;
2. Payments made to any creditors shall be based upon the amount set forth in the creditor's proof of claim or other amount as may be allowed by a specific Order of the Bankruptcy Court.
3. Property of the estate shall not vest in the Debtor until the earlier of the Debtor's discharge or dismissal of this case, unless the Court orders otherwise.
4. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief. The Trustee shall only make payment to creditors with filed and allowed proof of claims. An allowed proof of claim will be controlling, unless the Court orders otherwise.
5. Case Specific Provisions: None


Francis E. Valentin


Dated

United States Bankruptcy Court
Middle District of Florida

In re	<u>Francis Elvira Valentin</u>	Debtor(s)	Case No.	<u>8:12-bk-07181</u>
			Chapter	<u>13</u>

CERTIFICATE OF SERVICE

I hereby certify that on 12/11/12 a copy of the Second Amended Chapter 13 Plan was served electronically or by regular United States mail to all interested parties, the Trustee and all parties and addresses listed on the attached Matrix.

See Attached Matrix



Amy K. Kenyon 0073526
The Kenyon Law Firm
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Sarasota, FL 34240
Phone (941) 225-2616
Fax:(941) 460-5114
amy@kenyonlawfirm.com

Label Matrix for local noticing
1132-8
Case 8:12-bk-07181-CPM
Middle District of Florida
Tampa
Tue Dec 11 16:11:06 EST 2012

Francis Elvira Valentin
5884 Dove Avenue
Sarasota, FL 34241-9362

Associated Recovery Systems
PO Box 469046
Escondido, CA 92046-9046

Chase Mtg
16790 Rancho Berna
San Diego, CA 92127-5705

Discover Fin Svcs Llc
Po Box 15316
Wilmington, DE 19850-5316

Iberia Bank
1743 Main Street
Sarasota, FL 34236-5812

JPMorgan Chase Bank, National Association
c/o Kahane & Associates, P.A.
Attn: Jason A. Weber
8201 Peters Road, Ste. 3000
Plantation, FL 33324-3292

Midland Credit Management, Inc.
8875 Aero Drive, Suite 200
San Diego, CA 92123-2255

Portfolio No (Original Creditor:Ge Money
287 Independence
Virginia Beach, VA 23462-2362

Region/Ansou
North Building 2nd 2050 Parkway Office
Hoover, AL 35244-1805

JPMorgan Chase Bank, National Association
Kahane & Associates, P.A.
c/o Jason A. Weber
8201 Peters Road
Suite 3000
Plantation, FL 33324-3292
Asset Acceptance LLC
assignee CITIBANK
PO Box 2036
Warren, MI 48090-2036

(p)CAPITAL ONE
PO BOX 30285
SALT LAKE CITY UT 84130-0285

Citi Cth
PO Box 30509
Tax & Reporting
Tampa, FL 33630-3509

Fulton, Friedman & Wallace
PO Box 2123
Warren, MI 48090-2123

(p)IBERIA BANK
PO BOX 52747
LAFAYETTE LA 70505-2749

Lowy Funding
P.O. Box 10584
Greenville, SC 29603-0584

Midland Credit Mgmt In (Original Credito
8875 Aero Dr
San Diego, CA 92123-2251

Preferred Collection & (Original Credito
1000 N Ashley Dr Ste 600
Tampa, FL 33602-3723

Sears/Cma
Po Box 6189
Sioux Falls, SD 57117-6189

Catherine Peek McKwen
Tampa

Asset Acceptance Llc (Original Creditor:
Po Box 1630
Warren, MI 48090-1630

Cma
Po Box 6497
Sioux Falls, SD 57117-6497

Department of Revenue
PO Box 6668
Tallahassee, FL 32314-6668

Nsbc/Bathy
Po Box 5253
Carol Stream, IL 60197-5253

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19181-7346

Merrick Bk
Pob 9201
Old Bethpage, NY 11804-9001

QAE HARBOR CAPITAL VI, LLC
C O Weinstein And Riley, PS
2001 Western Avenue, Ste 400
Seattle, Wa 98121-3132

Quantum3 Group LLC as agent for
World Financial Network Bank
PO Box 788
Kirkland, WA 98083-0788

Security Credit Servic (Original Credito
2653 N Oxford Loop
Oxford, MS 38655-5442

Sheffield Financial Co
2554 Lewisville Clemmons
Clemmons, NC 27012-6749

TARGET NATIONAL BANK
C O WEINSTEIN AND RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

Target N.B.
Po Box 673
Minneapolis, MN 55440-0673

Trident Asset Manageme (Original Credito
5755 Northpoint Pkwy Ste
Alpharetta, GA 30022-1142

VW Credit, Inc.
3441 LBJ Freeway, Suite 350
Dallas, TX 75243-4652

Vw Credit Inc
1401 Franklin Blvd
Libertyville, IL 60048-4460

Wfnnb/Savon Furniture
4590 E Broad St
Columbus, OH 43213-1301

Jon Waage +
P O Box 25001
Bradenton, FL 34206-5001

Jason A. Weber +
Kahane and Associates, P.A.
8201 Peters Road, Ste 3000
Plantation, FL 33324-3292

Amy K Kenyon +
The Kenyon Law Firm
7345 International Place, Ste. 108
Sarasota, FL 34240-8468

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Cap One
Po Box 85520
Richmond, VA 23285

Iberia Bank Direct
1101 E Admiral Doyle Dr
New Iberia, LA 70560

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Citi Ctb

End of Label Matrix	
Mailable recipients	19
Bypassed recipients	1
Total	40